

REMARKS

This Response is submitted in reply to the Office Action dated July 20, 2009, and in accordance with the telephone interview courteously granted on November 10, 2009. Applicant has amended claims 42, 46, 47, 51, 56, 60, 62, 64, and 66 for clarity. Claims 48 to 50 and 57 to 59 stand withdrawn. Claims 45 and 54 stand cancelled. A Petition for a One-Month Extension of Time is requested. Please charge deposit account number 02-1818 for the one-month extension of time as well as any other fees due in connection with this Response.

Claim Objections

The Office action objected to Claims 47 and 56 because: Claim 47, which depends on Claim 42 incorporates steps (a) receiving a pause input during the game session; and (b) stopping the deducting step at least temporarily in response to the pause input. However, Claim 42 incorporates limitations (a) and (b). Therefore, Claim 47 incorporates multiple limitation "(a)" and limitation "(b)" by dependency. Claim 56 is objected for similar reason.

Applicant respectfully submits that Claims 47 and 56 have each been amended to remove the multiple recitation of "(a)" and "(b)", and instead recite steps: "(j)" and "(k)" respectively. Therefore, Applicant respectfully requests this objection be withdrawn.

Claim Rejections – 35 U.S.C. §101

The Office Action rejected Claims 42 to 44, 46 to 47, and 60 to 61 under 35 U.S.C. § 101 as being directed to non-statutory subject matter because these are method or process claims that do not transform underlying subject matter (such as an article or materials) to a different state or thing, nor are they tied to another statutory class (such as a particular machine).

Independent Claim 42 has been amended to include, among other elements: a method of operating a gaming system including a plurality of instructions, said method comprising, receiving an initial value amount from a player through an input device and, for a single game session: (a) determining a value total balance of a plurality of credits,

the value total balance being funded by the initial value amount; (b) causing at least one display device to display the value total balance of the credits, the value total balance being: (1) separate from the initial value amount, and (2) divisible into a plurality of fees, each one of the fees having an amount and including at least part of one of the credits; and (c) causing at least one processor to execute the plurality of instructions to activate a game to be played one or more times for an activation period, the activation period being divisible into a plurality of time intervals.

Applicant respectfully submits that the elements of the method of Claim 42 now specify that the process is tied to an input device, a particular processor programmed with a plurality of instructions and a display device. Therefore, the 35 U.S.C. § 101 rejection should be withdrawn. Claims 43, 44, 46, 47, 60, and 61 depend directly or indirectly from amended independent Claim 42, and are also now directed to statutory subject matter for the same reasons as Claim 42.

Claim Rejections – 35 U.S.C. §112

The Office Action rejected claims 42 to 44, 46 to 47, 51 to 53, 55 to 56 and 60 to 63 under 35 U.S.C. §112 first paragraph, asserting that such claims contain subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the art that the inventor(s), at the time the application was filed, had possession of the claimed invention. Regarding Claims 42 to 44, 46 to 47, 51 to 53, 55 to 56, and 60 to 63, the Office Action states that the specification fails to provide adequate written description for three different claim elements, each of which is separately addressed and discussed below.

First, the Office Action asserts that, with regard to the claim language: "for each one of the time intervals, deducting one of the fees from the balance, the deduction being independent of the play inputs and the outcomes," the specification fails to disclose that the deductions are independent of the player inputs and the outcomes. Applicant respectfully disagrees for at least the following reasons.

Independent Claims 42 and 51 have been amended to include the following feature: "for each one of the time intervals, causing the at least one processor to

execute the plurality of instructions to automatically deduct one of the fees from the balance, wherein the amount of the fee deducted is independent of any of the play inputs and provided outcomes.” Support for this amendment can be found in the specification of the disclosure that provides: “At a block 128, the routine may deduct a fee from the value total. The fee may be based on time of play, rather than being assessed based on a game event, such as a hand spin, card, ticket, etc. The fee deducted or assessed may thus be independent of the game being played, there being no one-to-one correspondence between the fee and game event as there is between a wager and game event in a typical casino game, such as poker, blackjack, slots, keno, bingo, and the like.”

The Examiner states that a player's input is required for the game session to be active and prevent the machine from entering an idle state, and therefore the deduction is dependent on the play inputs. The Examiner also states that after the award value is added to the balance, the added value extends the activation period by deducting at least part of the credits of the added value and thus, the deduction is dependent on the game outcome since the winning outcome is used to fund the balance. [Office Action, p. 4 to 5].

Applicant respectfully submits that Claim 42 has been amended to recite: wherein the amount of the fee deducted is independent of any of the play inputs and provided outputs. The Examiner cites the specification as explicitly disclosing that a player input is required for the game session to be active, and therefore deduction is dependent on the inputs. However, the specification does not require that the amount of the deduction be dependent on the play inputs or provided outcomes. Furthermore, the amount of the deduction is not dependent on the provided outcome of any one of the plays of the game. Therefore, Applicant respectfully submits that the element as amended complies with 35 U.S.C. § 112 first paragraph, and this rejection should be withdrawn.

Second, the Office Action asserts that, with regard to the claim language: “for each one of the provided outcomes which corresponds to one of the awards, adding the

value of any award to the balance, the added value extending the activation period of the game session," the specification fails to disclose that the added value extends the activation period of the game session. Applicant respectfully disagrees for at least the following reasons.

As disclosed in the present application:

[0080] At block 394, the routine may determine whether the poker hand represented by the playing card images 352 currently displayed is a winner. That determination may be made by comparing data representing the currently displayed poker hand with data representing all possible winning hands, which may be stored in the memory of the controller 100. If there is a winning hand, a payout value corresponding to the winning hand may be determined at block 396. At block 397, the player's cumulative value total may be increased, if the hand was a winner, by the payout value determined at block 396. The cumulative value or number of credits may also be displayed in the display area 366 (FIG. 8).

[0081] At a block 398, a determination is made whether play should be stopped. For example, play may be stopped if the value total becomes equal to zero, or if the player expresses his or her wish to stop play by depressing the "Cash Out" button 356. If the determination is made at block 398 that the play is not to be stopped, the operation returns to block 376. Otherwise, the routine may stop the deductions at a block 399, and may return to the main routine.

[2003/0144053, paragraphs 0080-0081, emphasis added]. This excerpt of the specification and Fig. 10 show one example embodiment of the present application which supports the above-cited claim language. Specifically, as shown in Fig. 10, a value total is defined at block 371. From this value total balance, deductions are made throughout the gaming session (block 375). The deductions reduce this value total balance, but as quoted above in paragraph 80, the value total balance may also be increased by the payout value associated with a winning hand. Therefore, the value total balance dynamically changes as fees are deducted from it, and as the payout values from winning hands are added to it. Also, as disclosed in diamond 398 of Fig. 10 and in paragraph 81, the play is stopped if the value total balance becomes equal to zero, or if the player cashes out. For the claimed embodiment in which a player does not elect to "cash out", the game continues and the periodic deductions are taken from

the value total balance until the value total balance becomes equal to zero. Therefore, for each award value associated with a winning outcome, the value total balance is increased and, the longer the value total balance remains above zero, the longer the activation period of the gaming session lasts. For at least these cited reasons, the original disclosure fully supports the claim language: "for each one of the provided outcomes which corresponds to one of the awards, add the award value to the balance, the added award value extending the activation period of the game session."

Third, the Office Action asserts that, with regard to the claim language: "determining which of a plurality of events occurs first, the events including: a termination input received from the player; and the balance falling below a minimum level required for playing the game," the specification fails to disclose that the gaming machine determines which event occurs first.

Independent Claim 42 has been amended to include, among other elements, determining if one of a plurality of causing the at least one processor to execute the plurality of instructions to continue the activation period until one of a plurality of events occurs, the events including: (1) a termination input received from the player; and (2) the balance falling below a minimum level required for any subsequent play of the game during the activation period. Claims 51 and 64 were similarly amended. These Claims no longer state that the gaming machine determines which event occurs first. Therefore, Applicant respectfully submits that the element as amended complies with 35 U.S.C. § 112 first paragraph, and this rejection should be withdrawn.

Regarding Claims 60 to 63, the Office Action states that, with regard to the claim language: "in response to each one of the play inputs: display a game play; and provide an award as a result of a winning event," the specification fails to disclose that in response to each one of the play inputs, an award is provided. Applicant respectfully disagrees for at least the following reasons.

Applicant respectfully notes that Claims 60 to 63 do not and have not contained the claim language "in response to one of the play inputs: display a game play; and

provide an award as a result of a winning event." However, independent Claim 64 contains that claim language, and has been amended to recite: "in response to each one of the play inputs: display a play of the game; and provide any award to the value total balance if the play results in a winning event." This amendment qualifies the providing of an award on the condition that the game play results in a winning event. Therefore, for each of the play inputs, an award is not necessarily provided, Applicant respectfully submits that the element as amended complies with 35 U.S.C. § 112 first paragraph, and this rejection should be withdrawn.

For at least the above-stated reasons, Applicant submits that the all of elements of amended Claims 42 to 44, 46 to 47, 51 to 53, 55 to 56, 60 to 63, and 64 to 66 are adequately disclosed in the specification, and comply with 35 U.S.C. §112, first paragraph.

The Office Action rejected Claims 46 and 55 under 35 U.S.C. §112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Specifically, the Office Action states that Claims 46 and 55 recites the limitation "the at least one payout", for which there is insufficient antecedent basis in the Claim. Applicant respectfully submits that, as currently amended, all elements of Claims 46 and 55 have proper antecedent basis, and therefore are sufficiently definite. For at least these reasons, Applicant submits that Claims 46 and 55 comply with 35 U.S.C. §112, second paragraph.

Claim Rejections – 35 U.S.C. §103

The Office Action rejected claims 42 to 44, 46 to 47, 51 to 53, 55 to 56, 60, 62, and 64 to 66 under 35 U.S.C. §102(b) as being anticipated by or, in the alternative, under 35 U.S.C. §103(a) as obvious over U.S. Patent No. 6,077,163 to Walker et al. ("Walker"). The Office Action appears to interpret Walker in two different ways.

Claim 42 has been amended to include, among other features, a method of operating a gaming system including a plurality of instructions, said method comprising,

receiving an initial value from a player through an input device and, for a single game session: (a) determining a value total balance of a plurality of credits, the value total balance being funded by the initial value amount; (b) causing at least one display device to display the value total balance of the credits, the value total balance being: (1) separate from the initial value amount, and (2) divisible into a plurality of fees, each one of the fees having an amount and including at least part of one of the credits. Support for this amendment can be found, for example, in the specification at:

[0044] The routine may begin at block 122 where a player may enter value into one of the gaming units 20, 30. The player may enter value by way of the coin acceptor 52, the paper currency acceptor 54, the ticket reader and/or the card reader 56, 58. The value may thus be in coin, paper or electronic form. The routine may then proceed to block 124 where the initial value amount entered is used to define a value total that will be used as a running total as explained in greater detail below.

[0047] At a block 128, the routine may deduct a fee from the value total. The fee may be based on time of play, rather than being assessed based on a game event, such as a hand, spin, card, ticket, etc.

[2003/0144053, paras [0044] and [0047]. As quoted above, the specification clearly discloses that the player first “may enter value into one of the gaming units” and that this initial “value may thus be in coin, paper or electronic form.” After the player has entered the initial value amount (at step 122 of Fig. 4A), “[t]he routine may proceed to block 124 where the initial value amount entered is used to define a value total that will be used as a running total as explained in greater detail below.” Therefore, the value total is taken from the initial value amount, and it is from the value total balance that the plurality of fees are deducted during the game session.

In the first interpretation, the Office Action appears to state that Walker’s player account is the claimed balance. For each play of the game, the account increases or decreases depending upon the game outcome. The Office Action cites Walker’s disclosure of selectable time intervals. Specifically, the Office Action states:

Walker discloses wagering fees associated to the time interval the player selects (722 in Fig. 2B). The player can select the same game with the same game parameters using the same wager fee (col. 7:39-54). Thus,

these fees are deducted for each of the same time intervals by selecting the previous game parameters. The player can continue to play during these time intervals using the same fee (by selecting the same game parameters), as long as the player has enough balance within the player's account to pay for the fees.

[July 20, 2009 Office Action, p.7]. The Office Action also states that Walker discloses the actual play input that allows the player to play the game, and the user input to make wagers are separate, and therefore the deduction is based on the wager selected in the player interface, and is separate and independent from the play input.

As discussed during the interview of November 10, 2009, the Examiner requested Applicant clarify the difference between how the value total balance of the present application is separate from the player account of Walker. As discussed above, Claims 42, 51 and 64 have been amended to clarify the distinction between the "player account" of Walker and the value total balance of the present application. Under this first interpretation, Walker does not disclose that the wager fee (i.e., value total balance) is divisible into a plurality of fees. Further, Walker does not disclose that the gaming device is configured to automatically deduct one of those divided fees from the wager fee, wherein the amount of the divided fee deducted is independent of any of the play inputs and the provided outcomes.

As stated in the Examiner's first interpretation of Walker, the "game session" is interpreted as the time period from when the player starts playing at a gaming machine, and ends when the player stops playing at the gaming machine. The Examiner also appears to state that such a game session is divisible into a plurality of time intervals when a player decides to place an additional wager of the same amount on the same game with the same game parameters to start a new flat rate play session. However, amended Claim 42 requires, receiving an initial value amount from a player through an input device and, for a single game session: (a) determining a value total balance of a plurality of credits, the value total balance being funded by the initial value amount; (b) causing at least one display device to display the value total balance of the credits, the value total balance being: (1) separate from the initial value amount, and (2) divisible into a plurality of fees, each one of the fees having an amount including at least part

of one of the credits. Therefore, regardless of the Examiner's broadest interpretation of "game session," the newly amended features in Claim 42 require that an initial value amount be inputted to the machine and, within each single game session, a value total balance is determined from that initial value amount. The value total balance is divisible into a plurality of fees. A game is activated to be played one or more times during an activation period, the activation period divisible into a plurality of time intervals. For each time interval, one of the fees is deducted. Such a gaming system is not disclosed in Walker.

Applicant respectfully submits that Walker does not disclose the claimed features. As discussed above, the preamble to independent Claim 42 has been amended to include: "receiving an initial value amount from a player through an input device and, for a single game session". Therefore, each of subsections (a) to (f) in Claim 42 applies to that single game session. The Examiner states that Walker discloses the claimed invention when interpreting Walker's duration of flat rate play session as the claimed "time intervals." If the "time interval" is the same as the duration of the flat rate play session in Walker as explained by the Examiner, each time interval of Walker would require a separate additional wager from the player to start a new flat rate play session. According to this reasoning, however, Walker fails to disclose a single game session in which a player places an initial value amount from which a value total balance is determined and a game is activated for an activation period divisible into a plurality of time intervals. Each interval of the first interpretation of Walker requires a new wager from the player.

For at least these reasons, Applicant submits that Walker does not anticipate amended Claim 42, and nor would it have been obvious to one of ordinary skill in the art at the time of the invention to modify Walker to disclose the features of amended Claim 42. Amended Claims 51 and 64 contain similar amended features to Claim 42, and are also allowable for at least the same reasons stated above with respect to Claim 42, and because of any additional features recited in these claims. Claims 43, 44, 46, 47, 52, 53, 55, 56, 60, 62, 65 and 66 each depend directly or indirectly from one of independent

Claims 42, 51, or 64, and are also allowable for at least the same reasons stated above, and because of the additional features recited in each of these claims.

The Office Action's second interpretation appears to be that Walker's duration of the flat rate pay session is the same as the claimed "activated game session" wherein the amount paid for the flat rate play session is the "balance". In this interpretation, the Office Action states that Walker significantly discloses the claimed invention, but fails to specifically teach the activation period is divisible into a plurality of time intervals and for each one of the time intervals, deducting one of the fees from the balance, the deduction being independent of the play inputs and the outcomes. The Office Action states that, nevertheless, such limitations are implied or would have been obvious to one of ordinary skill in the art. Specifically, the Examiner reasoned:

Walker discloses the value remaining (430) is calculated and the interval remaining (516) is calculated to allow the player continue the flat rate play session (cols. 6:36-38, 12:31-60, 13:13-50), or be added to the player's credit balance (col. 14:15-22). Thus it is implied or would or would have been obvious to have fees deducted in intervals in order to calculate the value remaining and the interval remaining. Having the total value divisible into a plurality of fees and the period of time being divisible into a plurality of time intervals will provide a specific fee or a specific time interval. This will allow the remaining value and the remaining time interval to be evenly calculated. Furthermore, this will allow players to play intervals of the flat rate session. Playing at intervals of the flat rate session will allow the player to play a flat rate gaming session for a smaller fee for a smaller amount of playing time. Therefore it would have been obvious to one of ordinary skilled in the art at the time the invention was made to modify Walker's method of playing a flat rate playing session in order to evenly calculate the remaining value and the remaining time interval, and allow a player to play a flat rate gaming session for a smaller fee for a smaller amount of playing time.

[Office Action, p. 11-12].

Applicant respectfully disagrees. As discussed in the interview of November 10, 2009, the Examiner indicated that section (d)(4) need only be carried out if the provided outcome corresponds to one of the awards and therefore Walker discloses that step if interpreted as never providing an outcome which corresponds to an award. The Examiner agreed that this second interpretation would be overcome if the section (d)(4)

was amended to recite: "causing the at least one processor to execute the plurality of instructions to, for each one of the provided outcomes which corresponds to one of the awards, add the award value to the value total balance, the added award value extending the activation period of the game session." Claim 42 has been amended accordingly, and Applicant respectfully submits that Walker does not disclose a processor which executes instructions to, for each one of the provided outcomes which corresponds to one of the awards, add the award value to the value total balance, and causing the added award value to extend the activation period of the game session.

As discussed above, Walker does not disclose the claimed features under the first or second interpretation, and therefore Claim 42 is novel and not obvious over Walker, and is in condition for allowance. Claims 51 and 64 contain similar features as Claim 42, and are also allowable for the reasons stated above with respect to Claim 42, and because of the additional features recited in each of these Claims.

At least for the foregoing reasons, Applicant submits that the independent claims 42, 51 and 64 (and their dependent claims) are in condition for allowance.

The Office Action rejected Claims 61 and 63 under 35 U.S.C. 102(b) as anticipated by Walker or, in the alternative, under 35 U.S.C. 103(a) as obvious over Walker in view of U.S. Pat. Pub. 2001/0041610 to Luciano, et al. (Luciano).

Specifically, the Office action states that Walker discloses the claimed invention, and that Luciano discloses a method of allowing a player to play all the credits allocated to the player. The Office Action reasons:

when modifying Walker's flat rates to play a game session using all the credits within the balance as taught by Luciano, the player's balance will be automatically deducted to allow the player play the game session. Since the balance is automatically deducted, the game session is considered to be automatically extended according to the deducted amount. This will allow the player to play a continual game session without the interruptions of making wagers. Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Walker's flat rates and incorporate Luciano's method of using all the credits for a game session in order to allow the player play a continual game session without the interruption of making wagers.

[Office Action, p. 14 to 15].

Luciano discloses a gaming system and method of playing a gaming device by a user, which includes inserting a voucher having a voucher value into the gaming device and accessing a database having voucher data associated with the voucher. Calculations of full game or partial game credits are performed based upon the voucher value and credit value. The method allows partial or all credits to be played at any time, and provides for recording of game events to a database. [Luciano, abstract].

Luciano does not disclose the above-discussed features of amended Claim 42. Furthermore, as discussed above, Walker does not disclose the features of amended Claim 42.

It would not have been obvious to one of ordinary skill in the art to combine the voucher gaming system of Luciano with the flat rate play session of Walker to disclose the elements of amended Claim 42 without using improper hindsight reconstruction. Therefore, Claim 42 is patentable over Walker in view of Luciano, and in condition for allowance. Claim 61 depends directly from Claim 42, and is also allowable for the same reasons stated above regarding Claim 42, and because of the additional features recited in this claim. Claim 63 depends directly from Claim 51, and is also allowable for the same reasons stated above regarding Claim 42 and 51, and because of the additional features recited in this claim.

An earnest endeavor has been made to place this application in condition for formal allowance, and such allowance is courteously solicited. If the Examiner has any questions regarding this Response, Applicant respectfully requests that the Examiner contact the undersigned.

Respectfully submitted,

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